

Anthony E LaRue  
842P valley westside  
Colville, WA 99114

Auditor File #: 2020 0007462

Recorded at the request of:

ANTHONY & TANYA LARUE

on 09/08/2020 at 16:00

Total of 5 page(s) Paid: \$ 107.50  
STEVENS COUNTY, WASHINGTON  
LORI LARSEN, AUDITOR

CLINTON

**DECLARATION OF COVENANTS, CODITIONS AND RESTRICTIONS FOR:  
842 (STONEY HILLS)**

This Declaration of Covenants, Conditions and Restrictions made this \_\_\_\_\_ day of August, 2020 by Anthony E. LaRue and Tanya M. LaRue, the owners of all of the development lots described below. The party's intent is to preserve and enhance the values and the amenities of the area.

The legal description of the real properties these Covenants, Conditions and Restrictions apply to are as follows:

Parcel: 2257251, 2257253, 2257255, 2257257

Lots 1, 2, 3, and 4 of Short Plat No. SP 166-99, located in the SE1/4 of section 19, Township 35 North, Range 39 East, W.M., in Stevens County Washington, according to Plat thereof recorded March 8, 2002, under Auditor's File No. 20020002634.

**GENERAL PROVISIONS**

- A. These restrictions shall operate as covenants running with the land for the benefit of any and all persons who now may own or who may hereafter own, property in the subdivision, for a period of 5 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of (5) years
- B. unless an instrument signed by owners of two thirds of the lots or tracts has been recorded, agreeing to change the covenants in whole or in part. Unless otherwise agreed by the parties having an interest in any lot, the "owner" shall be the party holding fee title, except in the case of a real estate contract or successive

contracts; the last contract purchaser in the chain of title shall be deemed the "owner".

- C. Any persons who now may own, or who may hereafter own, property in the subdivision are specifically given the right to enforce these restrictions through any proceedings, at law or in equity, against any person or persons violating or threatening to violate such restrictions, and to obtain injunctions or recover any damages suffered by them from any violations thereof.
- D. Each and all of the covenants, conditions and restrictions contained herein shall be deemed and construed to be continuing and no waiver of or failure to enforce a breach of any of the covenants, conditions and restrictions herein contained shall be constructed to be a waiver of any other breach of the same, or other covenants, conditions and restrictions.
- E. If any covenant, conditions or restrictions contained herein, or any portion thereof, is invalidated or voided by court order or otherwise, such invalidity or voidness shall in no way affect any other covenant, condition or restrictions.
- F. By acquiring an interest in any lot, such person agrees to bind himself, his heirs and assigns to the protective covenants, to perform obligations, and road maintenance agreements.
- G. Any violation of these covenants shall be considered a nuisance. Any lot owner shall have the right: upon fifteen days written notice, to take legal action against the offending parcel's owner, leasee or other person in control of possession.
- H. Person or persons enforcing covenants shall be entitled to recover reasonable costs including reasonable attorney's fees. These costs will become a liability of the offender and if not paid within 30 days, the costs will become a lien on the property. This lien shall be enforceable by foreclosure of real property in the manner provided by law for foreclosures of real property mortgages. Such liens shall be superior to any and all other liens except mortgage liens recorded prior to the date of legal action.
- I. These protective covenants shall be fully incorporated into any instrument by reference to the same as "Declaration of Covenants, Conditions and Restrictions for 842 (Stoney Hills)".

### **1. BUILDING CONSTRUCTION AND LANDSCAPING RESTRICTION**

- A. All buildings placed on the property shall be of new construction. All buildings shall be constructed in accordance with the provisions of the Uniform Building Code in effect at the date of construction. Each residence shall contain at least

1000 square feet on the main floor, exclusive of second floors, open decks, garages, covered carports, sheds and other out buildings.

- B. Except as noted otherwise herein, only one frame construction single-family residence and outbuildings auxiliary thereto (i.e." garages, wood sheds, barns, etc.) may be constructed or permitted to remain on each lot. Separate guest quarters are allowed but may not be used as a second full time residence, maximum square feet to be 700 sq ft. And must be placed within 150 ft. Of primary residence and to conform to the architecture and colors of the primary residence.
- C. Buildings on residential lots shall be well-proportioned structures. Exterior finish shall be stained or painted colors. Roof covering shall be wood shake, shingle, compositions shingle, or painted metal. No unpainted metal roofing permitted on any buildings within the subdivision.
- D. The exterior of any building shall be completed within one year of the beginning of construction.
- E. Easements for drainage, utilities, and access roads are reserved as shown on the face of the plat.
- F. Driveways crossing drainage ditches must be equipped with adequate culverts capable of assuring the free and unobstructed passage of the waters therein, and on public right-of-way must comply with regulations and standards of Stevens County.

## **2.OCCUPING PROPERTY PRIOR TO NEW HOME CONSTRUCTION**

During the one-year construction of a new residential home period only, the lot owner may stay in a Motor Home or R.V. only.

Prior to the one-year construction of a new residential home period only, the lot owner may stay on the property for up to three months in any calendar year. The lot owner during the period prior to construction may stay in a Motor Home or R.V., but no other non-motor home, R.V. shelter will be allowed (i.e.: no single wide, double wide, or trailer homes or other type of shelter).

## **3. MOBILE HOMES AND TRAILERS**

No single wide, doublewide, manufactured homes, modular homes, mobile homes or trailer houses shall be placed on the property. All of the above are prohibited if they have a Housing and Urban Development (HUD) label or sticker. Panel homes without a HUD sticker or label are allowed, however, all other covenants and restrictions shall

apply, including but not limited to the paragraphs on building constructions and landscape restrictions.

#### **4. REPAIRS, MAINTENANCE AND CLEANLINESS**

The buildings and grounds of each residential lot shall be kept in safe and reasonable state of repair, cleanliness and neatness. Lawns shall be mowed at reasonable intervals. Lot owners must adhere to rules and regulations of the Stevens County Noxious Weed Control Board.

No trash, garbage, ashes, refuse, ruins or other remains of any kind (including but not limited to: disabled vehicles, furniture, appliances) shall be dumped, placed, disposed of, or permitted to remain on any land in the development, vacant or otherwise. The person or persons in control or possession of any residential lot shall, irrespective of fault, be responsible for the prompt removal of such material. Such materials shall be kept in containers that shall be maintained in a clean and sanitary condition and shall be kept hidden from country road and adjacent lot owner's view.

#### **6. ANIMALS**

All pets and livestock must be contained within the boundary of the lot. No commercial livestock or pet raising.

#### **7. OFFENSIVE ODORS**

Any activity that creates offensive odors that spread to other lots is prohibited.

#### **8. BUSINESS ACTIVITY**

No Commercial or industrial business that creates any excessive noise or offensive odors, high traffic or trade shall be conducted upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to, or detract from the neighborhood or negatively affect value of property, provided however, this restrictions shall not prevent the rental or lease of any residence thereon as a single family dwelling.

#### **9. SEVERABILITY**

In the event any portion of these covenants is ruled invalid, that portion shall be severed from the remainder, and the balance shall be fully enforceable.

Anthony E LaRue

Anthony E LaRue

9-8-20

Date

Tanya M LaRue

Tanya M LaRue

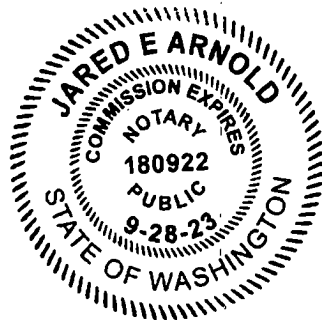
9/8/2020

Date

I certify that I know or have satisfactory evidence that Anthony E. LaRue and Tanya M. LaRue are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute this instrument.

09/08/2020

Date



Jared E. Arnold

Notary Public in and for the State of Washington, residing at Colville, CHEWELAH <sup>(JEA)</sup>

My Commission expires: 09/28/2023